

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520557267
FIDELITY ENGINEERING CORPORATION
25 LOVETON CIR

SPARKS, MD 21152
(410) 771-9400

REFER QUESTIONS TO:

RICHARD K WRIGHT
(410) 767-8735
RICHARD.WRIGHT@DGS.STATE.MD.US

ITB: 001IT818815

EXPR DATE: 09/30/13
POST DATE: 06/29/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT TELEPHONE NO:

STATEWIDE CONTRACT
FOR
ELECTRICAL GENERATOR EQUIPMENT

CONTRACT PERIOD: OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013 (1 YEAR)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR ELECTRICAL EQUIPMENT FOR THE PERIOD SPECIFIED.

CONTRACT REQUIREMENTS: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.

TRADE-IN DISCOUNT CLAUSE: IT IS THE DISCRETION OF THE VENDOR TO ACCEPT A TRADE-IN OF AN OLD UNIT AND NOT MANDATORY. TRADE-IN DISCOUNT SHOULD BE DEDUCTED BY THE VENDOR ON THE FINAL INVOICE.

DELIVERY: DELIVERY SHALL BE MADE EXPEDIOUSLY AS POSSIBLE, F.O.B.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 02

TERMS (cont'd):

DESTINATION, FREIGHT PREPAID AND ALLOWED TO ANY POINT THROUGHOUT THE STATE OF MARYLAND UPON RECEIPT OF ORDER. DELIVERY IS TO LOADING DOCK "ONLY". INSIDE DELIVERY WILL REQUIRE AN ADDITIONAL CHARGE TO THE USING AGENCY. AGENCY IS RESPONSIBLE FOR REMOVAL OF OLD UNIT IF ANY. EQUIPMENT SHALL BE SHIPPED READY TO USE WITH ALL REQUIRED ATTACHMENTS AND INITIAL ACCESSORIES, ORDER ATTACHED. ITEMS ORDERED BY AGENCY AFTER SHIPMENT OF UNIT MAY REQUIRE AN INSTALLATION CHARGE BY VENDOR. CONTRACTOR SHALL EXPRESS IN CALENDAR DAYS TIME REQUIRED FOR DELIVERY OF EACH UNIT. DELIVERY SHALL BE MADE IN ACCORDANCE WITH INSTRUCTIONS ON PURCHASE ORDER FROM AGENCY. IF THERE IS A DISCREPANCY BETWEEN THE PURCHASE ORDER AND WHAT IS ON THE CONTRACT, IT IS THE CONTRACTORS OBLIGATION TO SEEK CLARIFICATION FROM THE ORDERING AGENCY AS APPLICABLE OR FROM THE DEPARTMENT OF GENERAL SERVICES.

INSTRUCTIONS TO PERSONNEL: WITHIN FIVE (5) DAYS OF DELIVERY OF PRODUCT, THE CONTRACTOR SHALL PROVIDE INSTRUCTIONS BY QUALIFIED PERSONNEL, SUFFICIENT TO ENSURE THAT THE PRODUCT IS OPERATING AND OPERATOR MAINTAINED SO AS TO PERFORM TO THE FULL EXTENT OF ITS DESIGNED CAPABILITIES. AGENCY SHALL DESIGNATE PERSONNEL WHICH ARE TO RECEIVE INSTRUCTIONS.

INSTRUCTIONS MANUALS: SIMULTANEOUSLY WITH DELIVERY THE CONTRACTOR(S) SHALL FURNISH TO THE AUTHORIZED USER A COMPLETE INSTRUCTIONS MANUAL FOR THE PRODUCT AND FOR EACH COMPONENT SUPPLIED. THE MANUAL SHALL INCLUDE COMPLETE INSTRUCTIONS FOR UNPACKING, INSPECTING, INSTALLING, ADJUSTING, ALIGNING, AND OPERATING THE PRODUCT, TOGETHER WITH LAYOUT AND INTERCONNECTION DIAGRAMS, SCHEMATIC AND WIRING DIAGRAMS, PREVENTATIVE MAINTENANCE PROCEDURES, AND COMPLETE PARTS LIST WITH MANUFACTURER'S CATALOG NUMBERS AND ORDERING INFORMATION IF APPLICABLE.

SPECIAL NOTE: THE AWARD IS TO COVER THE OUTRIGHT PURCHASE OF NEW CURRENT MODEL YEAR GENERATOR EQUIPMENT. UNDER NO CIRCUMSTANCES MAY "DEMOS" OR "USED" EQUIPMENT BE SOLD UNDER THIS CONTRACT WITHOUT PRIOR APPROVAL OF THE DEPARTMENT OF GENERAL SERVICES (DGS).

EQUIPMENT RECALL NOTICE: THE CONTRACTOR MUST IMMEDIATELY NOTIFY DGS AND THE PROCURING ENTITY OF ANY RECALLS PERTAINING TO GENERATOR EQUIPMENT ON THIS CONTRACT OR PURCHASED.

ADDITIONAL ACCESSORIES AND ATTACHMENT DISCOUNT: VENDOR SHALL STATE A PERCENTAGE DISCOUNT (20%) OFF THE MANUFACTURER STANDARD PRICE LIST ON EACH ITEM LISTED FOR ALL EQUIPMENT THAT IS CONSIDERED AN ACCESSORY AND/OR ADDITION TO THE LINE ITEM LISTED AND IS NOT A PART OF THE STANDARD EQUIPMENT DELIVERED.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 03

TERMS (cont'd):

PRICE CHANGES: CURRENT PRICES MUST REMAIN IN EFFECT FOR ONE YEAR FROM DATE OF AWARD. VENDOR MAY EXERCISE A PRICE CHANGE WITH NECESSARY DOCUMENTATION SUPPORTING SUCH CHANGE.

CONTRACT ACCEPTANCE; THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS AND STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND IN THE INSTRUCTIONS PROVIDED HEREIN FOR THE DURATION OF THE CONTRACT UNLESS OTHERWISE CANCELLED BY THE DEPARTMENT OF GENERAL SERVICES. ALL EQUIPMENT MUST MEET FEDERAL AND STATE OSHA REGULATIONS AND GOVERNMENT SAFETY STANDARDS WHERE APPLICABLE.

PROCESSING FEE: CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. THE CHECK SHOULD BE MADE PAYABLE TO THE MARYLAND DEPARTMENT OF GENERAL SERVICES. THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEE INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 04

TERMS (cont'd):

NEGATE ANY CONTRACT EXTENSION CLAUSES.

SAFETY DEVICES: ALL EQUIPMENT SHALL BE EQUIPPED WITH REQUIRED SAFETY DEVICES FOR PROTECTING THE OPERATOR AND OTHERS FROM INJURY AS REQUIRED BY OSHA, MOSHA, OR FEDERAL SAFETY REGULATIONS.

MAINTENANCE/INSTALLATION: MAINTENANCE AND INSTALLATION IS NOT INCLUDED IN THE CONTRACT AND MAY BE OBTAINED FROM THE VENDOR AS A SEPARATE CHARGE OR BE CHARGED ON A PER SITE/JOB BASIS.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN THE CASE OF FAILURE BY THE VENDOR TO PROVIDE THE PRODUCT. VENDOR SHALL BE CHARGED THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PURCHASE PRICE FROM ANOTHER VENDOR TO MEET THE NEED.

ORDER PROCEDURE: USING AGENCIES SHALL ISSUE A HARD COPY PURCHASE ORDER SHOWING BILL TO AND SHIP TO ADDRESS TO THE VENDOR FOR INVENTORY COMMODITIES BY THIS CONTRACT. RELEASES SHALL BE MADE BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS. DGS RESERVES THE RIGHT TO ADD TO OR REMOVE PRODUCTS FROM THE CONTRACT AT ANYTIME TO REFLECT NEW MORE BENEFICIAL PRODUCTS, REGULATORY RESTRICTION OR ENVIRONMENTAL CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE OF MARYLAND.

WARRANTY: NORMAL WEAR AND TEAR SHALL BE WARRANTED IN ACCORDANCE WITH MANUFACTURER'S STANDARD WARRANTY. AT THE TIME OF BID OPENING, PRODUCTS OFFERED MUST MEET ALL REQUIREMENTS OF THIS SOLICITATION INCLUDING FULL COMMERCIAL/RETAIN AVAILABILITY. PRODUCT LITERATURE AND SPECIFICATIONS MUST ALSO BE AVAILABLE. WHEN ACCESSORIES ARE SUPPLIED THEY MUST BE COMPATIBLE WITH THE REST OF THE PRODUCT. WARRANTY SHALL BE HONORED BY ALL AUTHORIZED MANUFACTURER'S DEALERS IN THE STATE OF MARYLAND. THE WARRANTY PERIOD FOR ALL COVERAGE BEGINS ON THE DATE EQUIPMENT IS ACCEPTED. ALL COSTS ASSOCIATED WITH SERVICES FOR WARRANTED ITEMS WILL BE BORNE BY THE CONTRACTOR. ALL COSTS NOT COVERED BY WARRANTY WILL BE BORNE BY THE PROCURING AUTHORITY.

CONTRACT TERMINATION: THE CONTRACT WILL TERMINATE IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

IN ORDER TO RECEIVE A CONTRACT AWARD A VENDOR MUST BE REGISTERED ON EMARYLANDMARKETPLACE.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	28539	LT	18,270.0000

GENERATOR DIESEL LIQUID COOLED STATIONARY 20 KW RATING

STATE MAKE & MODEL: KOHLER 20REOZJC
DELIVERY: 8 TO 10 WEEKS

0002	28539	LT	18,475.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 30 KW RATING

STATE MAKE & MODEL: KOHLER 30REOZJC
DELIVERY: 8 TO 10 WEEKS

0003	28539	LT	21,275.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 50 KW RATING

STATE MAKE & MODEL: KOHLER 50REOZJD
DELIVERY: 7 TO 9 WEEKS

0004	28539	LT	22,690.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 60 KW RATING

STATE MAKE & MODEL: KOHLER 60REOZJD
DELIVERY: 9 TO 11 WEEKS

0005	28539	LT	25,710.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 80 KW RATING

STATE MAKE & MODEL: KOHLER 80REOZJF
DELIVERY: 8 TO 10 WEEKS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0006	28539	LT	25,190.0000

GENERATOR DIESEL LIQUID COOLED STATIONARY 100 KW RATING

STATE MAKE & MODEL: KOHLER 100REOZJF
DELIVERY: 8 TO 10 WEEKS

0007	28539	LT	34,910.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 125 KW RATING

STATE MAKE & MODEL: KOHLER 125REOZJG
DELIVERY: 8 TO 10 WEEKS

0008	28539	LT	37,205.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 150 KW RATING

STATE MAKE & MODEL: KOHLER 150REOZJF
DELIVERY: 8 TO 10 WEEKS

0009	28539	LT	43,355.0000
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GENERATOR DIESEL POWERED LIQUID COOLED STATIONARY 180 KW RATING

STATE MAKE & MODEL: KOHLER 180REOZJF
DELIVERY: 7 TO 9 WEEKS

0010	28539	LT	56,865.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 250 KW RATING

STATE MAKE & MODEL: KOHLER 250REOZJE
DELIVERY: 7 TO 9 WEEKS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0011	28539	LT	56,731.0000

GENERATOR DIESEL LIQUID COOLED STATIONARY 275 KW RATING

STATE MAKE & MODEL: KOHLER 275REOZJE
DELIVERY: 7 TO 9 WEEKS

0012	28539	LT	61,855.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 300 KW RATING

STATE MAKE & MODEL: KOHLER 300REOZJ
DELIVERY: 10 TO 12 WEEKS

0013	28539	LT	81,055.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 350 KW RATING

STATE MAKE & MODEL: KOHLER 350REOZJ
DELIVERY: 10 TO 12 WEEKS

0014	28539	LT	90,390.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 400 KW RATING

STATE MAKE & MODEL: KOHLER 400REOZJ
DELIVERY: 10 TO 12 WEEKS

0015	28539	LT	95,065.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 500 KW RATING

STATE MAKE & MODEL: KOHLER 500REOZJ
DELIVERY: 12 TO 14 WEEKS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0016	28539	LT	132,781.0000

GENERATOR DIESEL LIQUID COOLED STATIONARY 600 KW RATING

STATE MAKE & MODEL: KOHLER 600REOZVB

DELIVERY: 7 TO 9 WEEKS

0017	28539	LT	198,215.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 750 KW RATING

STATE MAKE & MODEL: KOHLER 800REOZDE

DELIVERY: 11 TO 13 WEEKS

0018	28539	LT	200,060.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 800 KW RATING

STATE MAKE & MODEL: KOHLER 8300REOZDE

DELIVERY: 11 TO 13 WEEKS

0019	28539	LT	233,365.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 1000 KW RATING

STATE MAKE & MODEL: KOHLER 1000REOZDE

DELIVERY: 10 TO 12 WEEKS

0020	28539	LT	363,265.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 1250 KW RATING

STATE MAKE & MODEL: KOHLER 1250REOZMD

DELIVERY: 11 TO 13 WEEKS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0021	28539	LT	406,490.0000

GENERATOR DIESEL LIQUID COOLED STATIONARY 1500 KW RATING

STATE MAKE & MODEL: KOHLER 1500REOZDD

DELIVERY: 11 TO 13 WEEKS

0022	28539	LT	466,196.0000
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GENERATOR DIESEL LIQUID COOLED STATIONARY 2000 KW RATING

STATE MAKE & MODEL: KOHLER 2000REOZMDJ

DELIVERY: 140 TO 162 WEEKS

0023	28537-000000	LT	28,760.0000
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GENERATOR DIESEL TRAILER MOUNTED 20 KW RATING

STATE MAKE & MODEL: KOHLER 20REOZT

DELIVERY: 6 TO 8 WEEKS

0024	28537-000000	LT	33,960.0000
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PORTABLE GENERATOR

GENERATOR DIESEL TRAILER MOUNTED 30 KW RATING

STATE MAKE & MODEL: KOHLER 40REOZT

DELIVERY: 10 TO 12 WEEKS

0025	28537-000000	LT	39,284.0000
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GENERATOR DIESEL TRAILER MOUNTED 50 KW RATING

STATE MAKE & MODEL: KOHLER 60REOZT

DELIVERY: 20 TO 22 WEEKS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 10

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0026	28537-000000	LT	40,040.0000

GENERATOR DIESEL TRAILER MOUNTED 60 KW RATING

STATE MAKE & MODEL: KOHLER 60REOZT

DELIVERY: 20 TO 22 WEEKS

0027	28537-000000	LT	45,920.0000
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GENERATOR DIESEL TRAILER MOUNTED 80 KW RATING

STATE MAKE & MODEL: KOHLER 100REOZT

DELIVERY: 20 TO 22 WEEKS

0028	28537-000000	LT	45,920.0000
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GENERATOR DIESEL TRAILER MOUNTED 100 KW RATING

STATE MAKE & MODEL: KOHLER 100REOZT

DELIVERY: 20 TO 22 WEEKS

0029	28537-000000	LT	55,765.0000
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GENERATOR DIESEL TRAILER MOUNTED 125 KW RATING

STATE MAKE & MODEL: KOHLER 125REOZT

DELIVERY: 10 TO 12 WEEKS

0030	28537-000000	LT	56,935.0000
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GENERATOR DIESEL TRAILER MOUNTED 150 KW RATING

STATE MAKE & MODEL: KOHLER 150REOZT

DELIVERY: 6 TO 8 WEEKS

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 11

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0031	28537-000000	LT	65,335.0000

GENERATOR DIESEL TRAILER MOUNTED 180 KW RATING

STATE MAKE & MODEL: KOHLER 200REOZT

DELIVERY: 10 TO 12 WEEKS

0036	28537-000000	LT	115,200.0000
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GENERATOR DIESEL TRAILER MOUNTED 400 KW RATING

MAKE AND MODEL NO: KOHLER 500REOZT

DELIVERY: 3 TO 6 WEEKS

0037	28537-000000	LT	115,200.0000
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GENERATOR DIESEL TRAILER MOUNTED 500 KW RATING

STATE MAKE & MODEL: KOHLER 500REOZT

DELIVERY: 3 TO 6 WEEKS

END OF ITEM LIST

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WILL BE TO MULTIPLE VENDORS BASED ON THE LOWEST RESPONSIVE
AND RESPONSIBLE BIDD ON A LINE BY LINE BASIS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE,
AND/OR BIODEGRADABLE MATERIALS.

THE GOAL OF THE STATE OF MARYLAND'S MINORITY BUSINESS ENTERPRISE
(MBE) PROGRAM IS TO ATTEMPT TO PROVIDE A FAIR SHARE OF PROCUREMENT
CONTRACTS TO CERTIFIED MINORITY BUSINESS ENTERPRISES. ALTHOUGH
THERE IS NO SPECIFIC PERCENTAGE REQUIREMENT FOR MBE PARTICIPATION IN
THIS BID, THE COMMODITY PROCUREMENT/PURCHASING BUREAU WOULD LIKE TO

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400051

PRINT DATE: 11/01/12

PAGE: 12

TERMS (cont'd):

KNOW IF YOU WILL HAVE MBE PARTICIPATION IN THE BID? PLEASE INDICATE ON LINE 001 OF YOUR BID EITHER YES OR NO FOR MINORITY PARTICIPATION.

STATE TOLL FREE PHONE NO. AND FAX NO. ON LINE 001 OF YOUR BID.

A PREFERENCE WILL BE GIVEN TO THE RESPONSIVE AND RESPONSIBLE BID FROM A MARYLAND FIRM OVER THAT OF A NONRESIDENT FIRM IF THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED GIVES A RESIDENT BUSINESS PREFERENCE. WHERE SUCH A BUSINESS PREFERENCE IS PROVIDED, THE PREFERENCE SHALL BE THE SAME AS THAT PROVIDED BY THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED. A NONRESIDENT BIDDER SUBMITTING A PROPOSAL FOR A STATE PROJECT SHALL ATTACH TO THE PROPOSAL A COPY OF THE CURRENT STATUTE, RESOLUTION, POLICY PROCEDURE OR EXECUTIVE ORDER OF THE RESIDENT STATE OF THE NONRESIDENT BIDDER THAT PERTAINS TO THAT STATE'S TREATMENT OF NONRESIDENT BIDDERS.

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE